UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

UNITED STATES OF AMERICA	)	
	)	
v.	)	
	)	
1 ANTHONY HERVEY,	)	No. 03CR0977
2 GLORIA HERVEY,	)	
3 SEAN LOGGINS,	)	Title 18, United States Code,
4 COREY STUCKEY,	)	Sections 2, 1014 and 1341, and
5 DONALD BRABOY,	)	Title 20, United States Code,
6 GREGORY HALL,	)	Section 1097
7 RONALD JACKSON,	)	
8 ISIAH MILLER,	)	
9 ROBERT MILLER,	)	JUDGE PALLMEYER
10 ELKIN WELLS,	)	
11 STACEY ADAMS,	)	MAGISTRATE JUDGE NOLAN
KAHLIL HARPER,	)	
RENEE HARRIS,	)	
TOMMIE JORDAN,	)	
JACKIE LAWLESS,	)	
TWANA MOSS, and	)	
ANDRE NORRIS.	)	

FILED
OCT 9 2003
MICHAEL W. DOBBINS
CLERK, U.S. DISTRICT COURT

COUNT ONE

The SPECIAL NOVEMBER 2002 GRAND JURY charges:

1. At times material to this indictment:

a. The Department of Education (hereinafter "DOE") was a department of the United States government with the primary responsibility of administering various educational programs throughout the United States, including those authorized by Title 20, Chapter 28, Subchapter IV of the United States Code and applicable federal regulations pertaining to student financial assistance.

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b. One of the educational programs administered by the DOE was the Federal Family Loan program (hereinafter "FFEL"), which includes Federal Stafford Loans, Federal PLUS Loans and Federal Consolidation Loans for college students.

c. In order to participate in the FFEL program, a student is required to complete a Free Application for Federal Student Aid (hereinafter "FAFSA"). The FAFSA requires students to certify that the information being supplied is true and complete. In addition, the student must certify that any federal financial aid funds received will be used for educational expenses only. Each FAFSA carries the warning that a false statement or misrepresentation is punishable as a crime.

d. Pursuant to the FFEL, the DOE does not lend money directly to students. Rather, eligible students apply to private lenders, and a public or private nonprofit agency guarantees repayment of the loan to the lender in the event that the student defaults on the loan (hereafter, the "guarantee agency"). DOE reinsures the loan and covers any losses incurred by the guaranty agency caused by student default.

e. In order to be an eligible borrower under the FFEL program, federal regulations require that the borrower must be at least enrolled half-time in a participating school. The borrower applies for FFEL loans by completing an application form which is submitted to the school for enrollment certification. The application requires the borrower to certify under a penalty of perjury that the information being supplied is true, complete, correct and made in good faith. Each application carries the warning that a false statement or misrepresentation is punishable as a crime under the United States Criminal Code, specifically, Title 20, Section 1097. The application also requires the student to certify that he will use the funds received only for education expenses and that he will repay immediately any loan proceeds that are not spent for educational expenses for attendance at the certifying school.

f. The participating school is required to certify on the face of the loan application the borrower's eligibility, enrollment status, the approved loan period, cost of attendance, grade level, anticipated graduation date, recommended loan amounts, and recommended loan disbursement dates. The certification by the school provides the lender with the assurance that the borrower named on the application is accepted for enrollment and is making satisfactory progress in an approved program. After the application is completed by the borrower and the school, the application is submitted to a guarantee agency or lender of the DOE, who act on the application. After an application is approved, loans are extended to the applicant by a lender under contract with the DOE and its guarantee agencies.

g. Pursuant to Title 34, Code of Federal Regulations, Section 682.207 (D)(1), checks issued by the lender under the FFEL program to borrowers who are enrolled in foreign schools are made co-payable to the institution and the borrower and, if the borrower makes such a request, are sent directly to the borrower using the address submitted on the application.

2. From at least in or about August 1998, and continuing until at least in or about January 1999, at Chicago, in the Northern District of Illinois, Eastern Division,

ANTHONY HERVEY,
GLORIA HERVEY,
SEAN LOGGINS,
COREY STUCKEY,
DONALD BRABOY,
GREGORY HALL,
RONALD JACKSON,
ISIAH MILLER,
ROBERT MILLER, and
ELKIN WELLS.

defendants herein, along with others known and unknown to the grand jury, knowingly devised, intended to devise, and participated in a scheme to defraud DOE and its lenders to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, which scheme is further described below.

3. It was part of the scheme that defendants ANTHONY HERVEY and GLORIA HERVEY recruited approximately 16 individuals to apply for student loans knowing that those individuals were ineligible for those loans, and falsely represented on loan documents that the individuals were to become full-time students at the City University of London during the 1998-1999 academic year. The total amount of student loans applied for was approximately $285,000.

4. It was further part of the scheme that defendants ANTHONY HERVEY and GLORIA HERVEY represented to their co-defendants and others that they ran a program called International Education Exchange Program (hereinafter "IEEP") and that IEEP assisted students to get student loans.

5. It was further part of the scheme that defendants ANTHONY HERVEY and GLORIA HERVEY recruited co-defendants SEAN LOGGINS and COREY STUCKEY to assist them in recruiting additional individuals to make and submit false and fraudulent representations on 1998-1999 FAFSAs and a document entitled "Application and Promissory Note for Federal Stafford Loans" (hereafter, "Loan Application/ Promissory Notes").

6. It was further part of the scheme that defendants SEAN LOGGINS, COREY STUCKEY, DONALD BRABOY, GREGORY HALL, RONALD JACKSON, ISIAH MILLER, ROBERT MILLER, and ELKIN WELLS, along with others known and unknown to the grand jury, falsely represented that they were students who would be attending the City University of London

for graduate school, and filled out false and fraudulent FAFSAs and Loan Application/Promissory Notes for the purpose of causing the DOE and its guarantee agency, United Student Aid Funds ("USAF"), to approve the application, and causing one of DOE's lenders to issue student loans in the approximate amount of $18,500 for each student (except for defendant STUCKEY, where the approximate amount was $7,500).

7. It was further part of the scheme that defendants ANTHONY HERVEY and GLORIA HERVEY assisted their co-schemers to complete false and fraudulent FAFSAs and Loan Applications/Promissory Notes reinsured by DOE.

8. It was further part of the scheme that defendants and SEAN LOGGINS and COREY STUCKEY recruited individuals to complete false and fraudulent FAFSAs and Loan Applications/Promissory Notes reinsured by DOE and assisted co-defendants ANTHONY HERVEY and GLORIA HERVEY in the completion and collection of such FAFSAs and Loan Application/Promissory Notes.

9. Among the false representations made on the fraudulent loan application was the misrepresentation that the applicants were enrolled as full-time students at the City University of London in London, England, when, in fact, they were not.

10. It was further part of the scheme that defendant ANTHONY HERVEY forged the signature of the "Authorized School Official" of the City University of London on approximately 16 Loan Application/Promissory Notes and falsely certified that the applicants were enrolled at the school.

11. It was further part of the scheme that defendants ANTHONY HERVEY and GLORIA HERVEY submitted and caused to be submitted the false and fraudulent Loan

Application/Promissory Notes to the lenders through the guarantee agency, USAF, knowing that such applications contained materially false statements.

12. It was further part of the scheme that defendants caused the National Bank of Indianapolis to distribute $18,500 less bank origination fees, or approximately $17,760, to each of the applicants (except for defendant STUCKEY, who received $7,500 from the First Union National Bank of North Carolina).

13. It was further part of the scheme that defendants ANTHONY HERVEY and GLORIA HERVEY caused and attempted to cause several of the applicants to pay over to defendant ANTHONY HERVEY proceeds of the scheme.

14. It was further part of the scheme that on or about September 3, 1998, defendant SEAN LOGGINS submitted a FAFSA, and on or about October 22, 1998, submitted a Loan Application/Promissory Note. He misrepresented on the FAFSA or Loan Application/Promissory that 1) he was a student, when, in fact, he was not, and 2) that he would immediately repay any loans that were not used for educational expense for attendance at the City University of London during 1998-1999 school year, when, in fact, he had no such intention of repaying loans that were not used for that purpose.

15. It was further part of the scheme that on or about June 12, 1998, defendant COREY STUCKEY submitted a FAFSA, and on or about July 29, 1998, submitted a Loan Application/Promissory Note. He misrepresented on the FAFSA or Loan Application/Promissory that 1) he was a student, when, in fact, he was not, and 2) that he would immediately repay any loans that were not used for educational expense for attendance at the City University of London during 1998-1999 school year, when, in fact, he had no such intention of repaying loans that were not used

for that purpose.

16. It was further part of the scheme that on or about September 24, 1998, defendant DONALD BRAYBOY submitted a FAFSA, and on or about October 22, 1998, submitted a Loan Application/Promissory Note. He misrepresented on the FAFSA or Loan Application/Promissory that 1) he was a student, when, in fact, he was not; 2) that he was a first-year graduate student, when, in fact, he was not; and 3) that he would immediately repay any loans that were not used for educational expense for attendance at the City University of London during 1998-1999 school year, when, in fact, he had no such intention of repaying loans that were not used for that purpose.

17. It was further part of the scheme that on or about September 28, 1998, defendant GREGORY HALL submitted a FAFSA, and on or about October 22, 1998, submitted a Loan Application/Promissory Note. He misrepresented on the FAFSA or Loan Application/Promissory that 1) that he was a first-year graduate student, when he fact he was not, and 2) that he would immediately repay any loans that were not used for educational expense for attendance at the City University of London during 1998-1999 school year, when, in fact, he had no such intention of repaying loans that were not used for that purpose.

18. It was further part of the scheme that on or about September 25, 1998, defendant RONALD JACKSON submitted a FAFSA, and on or about October 22, 1998, submitted a Loan Application/Promissory Note. He misrepresented on the FAFSA or Loan Application/Promissory that 1) he was a student, when, in fact, he was not; 2) that he was a first-year graduate student, when, in fact, he was not; and 3) that he would immediately repay any loans that were not used for educational expense for attendance at the City University of London during 1998-1999 school year, when, in fact, he had no such intention of repaying loans that were not used for that purpose.

19. It was further part of the scheme that on or about September 24, 1998, defendant ISIAH MILLER submitted a FAFSA, and on or about October 22, 1998, submitted a Loan Application/Promissory Note. He misrepresented on the FAFSA or Loan Application/Promissory that 1) he was a student, when, in fact, he was not; 2) that he was a first-year graduate student, when, in fact, he was not; and 3) that he would immediately repay any loans that were not used for educational expense for attendance at the City University of London during 1998-1999 school year, when, in fact, he had no such intention of repaying loans that were not used for that purpose.

20. It was further part of the scheme that on or about October 22, 1998, defendant ROBERT MILLER submitted a Loan Application/Promissory Note. He misrepresented on the Loan Application/Promissory that 1) he was a student, when, in fact, he was not, and 2) that he would immediately repay any loans that were not used for educational expense for attendance at the City University of London during 1998-1999 school year, when, in fact, he had no such intention of repaying loans that were not used for that purpose.

21. It was further part of the scheme that on or about September 21, 1998, defendant ELKIN WELLS submitted a FAFSA, and on or about October 22, 1998, submitted a Loan Application/Promissory Note. He misrepresented on the FAFSA or Loan Application/Promissory Note that 1) he was a student, when, in fact, he was not; 2) that he was a first-year graduate student, when, in fact, he was not; and 3) that he would immediately repay any loans that were not used for educational expense for attendance at the City University of London during 1998-1999 school year, when, in fact, he had no such intention of repaying loans that were not used for that purpose.

22. It was further part of the scheme to defraud that defendants did misrepresent, conceal, hide, and caused to be misrepresented, concealed, and hidden acts done in furtherance of the scheme

and the purposes of those acts.

23. On or about November 3, 1998, at Chicago, in the Northern District of Illinois, Eastern Division,

ANTHONY HERVEY,
GLORIA HERVEY, and
SEAN LOGGINS,

defendants herein, for the purpose of executing the above-described scheme and attempting so to do, did knowingly cause to be delivered by a private and commercial interstate carrier, Federal Express, according to the direction thereon, an envelope containing two checks, one for $9,600 and one for $8,160, that envelope being addressed to defendant SEAN LOGGINS, at 1509 N. Mason, Chicago, IL 60651.

In violation of Title 18, United States Code, Sections 1341 and 2.

COUNT TWO

The SPECIAL NOVEMBER 2002 GRAND JURY further charges:

1. Paragraphs 1 through 22 of Count One of this indictment are hereby realleged and incorporated here.

2. On or about November 3, 1998, at Chicago, in the Northern District of Illinois, Eastern Division,

ANTHONY HERVEY,
GLORIA HERVEY, and
DONALD BRAYBOY,

defendants herein, for the purpose of executing the above-described scheme and attempting so to do, did knowingly cause to be delivered by a private and commercial interstate carrier, Federal Express, according to the direction thereon, an envelope containing two checks, one for $9,600 and one for $8,160, that envelope being addressed to defendant DONALD BRAYBOY, at 711 South Central Park, Chicago, IL 60624.

In violation of Title 18, United States Code, Sections 1341 and 2.

COUNT THREE

The SPECIAL NOVEMBER 2002 GRAND JURY further charges:

1. Paragraphs 1 through 22 of Count One of this indictment are hereby realleged and incorporated here.

2. On or about November 3, 1998, at Chicago, in the Northern District of Illinois, Eastern Division,

ANTHONY HERVEY,
GLORIA HERVEY,
COREY STUCKEY, and
GREGORY HALL,

defendants herein, for the purpose of executing the above-described scheme and attempting so to do, did knowingly cause to be delivered by a private and commercial interstate carrier, Federal Express, according to the direction thereon, an envelope containing two checks, one for $9,600 and one for $8,160, that envelope being addressed to defendant GREGORY HALL, 1404 North Kolin, Chicago, IL 60651.

In violation of Title 18, United States Code, Sections 1341 and 2.

COUNT FOUR

The SPECIAL NOVEMBER 2002 GRAND JURY further charges:

1. Paragraphs 1 through 22 of Count One of this indictment are hereby realleged and incorporated here.

2. On or about November 3, 1998, at Chicago, in the Northern District of Illinois, Eastern Division,

ANTHONY HERVEY,
GLORIA HERVEY,
RONALD JACKSON,

defendants herein, for the purpose of executing the above-described scheme and attempting so to do, did knowingly cause to be delivered by a private and commercial interstate carrier, Federal Express, according to the direction thereon, an envelope containing two checks, one for $9,600 and one for $8,160, that envelope being addressed to defendant RONALD JACKSON, 3129 West 15th Street, Chicago, IL 60623.

In violation of Title 18, United States Code, Sections 1341 and 2.

COUNT FIVE

The SPECIAL NOVEMBER 2002 GRAND JURY further charges:

1. Paragraphs 1 through 22 of Count One of this indictment are hereby realleged and incorporated here.

2. On or about November 3, 1998, at Chicago, in the Northern District of Illinois, Eastern Division,

ANTHONY HERVEY,
GLORIA HERVEY, and
ISIAH MILLER,

defendants herein, for the purpose of executing the above-described scheme and attempting so to do, did knowingly cause to be delivered by a private and commercial interstate carrier, Federal Express, according to the direction thereon, an envelope containing two checks, one for $9,600 and one for $8,160, that envelope being addressed to defendant ISIAH MILLER, at 3540 W. Flournoy Street, Chicago, IL 60624.

In violation of Title 18, United States Code, Sections 1341 and 2.

COUNT SIX

The SPECIAL NOVEMBER 2002 GRAND JURY further charges:

1. Paragraphs 1 through 22 of Count One of this indictment are hereby realleged and incorporated here.

2. On or about November 3, 1998, at Chicago, in the Northern District of Illinois, Eastern Division,

ANTHONY HERVEY,
GLORIA HERVEY, and
ROBERT MILLER,

defendants herein, for the purpose of executing the above-described scheme and attempting so to do, did knowingly cause to be delivered by a private and commercial interstate carrier, Federal Express, according to the direction thereon, an envelope containing two checks, one for $9,600 and one for $8,160, that envelope being addressed to defendant ROBERT MILLER, at 4827 W. Washington, Chicago, IL 60644.

In violation of Title 18, United States Code, Sections 1341 and 2.

COUNT SEVEN

The SPECIAL NOVEMBER 2002 GRAND JURY further charges:

1. Paragraphs 1 through 22 of Count One of this indictment are hereby realleged and incorporated here.

2. On or about November 3, 1998, at Chicago, in the Northern District of Illinois, Eastern Division,

ANTHONY HERVEY,
GLORIA HERVEY, and
ELKIN WELLS,

defendants herein, for the purpose of executing the above-described scheme and attempting so to do, did knowingly cause to be delivered by a private and commercial interstate carrier, Federal Express, according to the direction thereon, an envelope containing two checks, one for $9,600 and one for $8,160, that envelope being addressed to defendant ELKIN WELLS, at 5035 W. Gladys, Chicago, IL 60624.

In violation of Title 18, United States Code, Sections 1341 and 2.

COUNT EIGHT

The SPECIAL NOVEMBER 2002 GRAND JURY further charges:

1. Paragraphs 1 through 22 of Count One of this indictment are hereby realleged and incorporated here.

2. On or about November 3, 1998, at Chicago, in the Northern District of Illinois, Eastern Division,

ANTHONY HERVEY,
GLORIA HERVEY, and
SEAN LOGGINS,

defendants herein, for the purpose of executing the above-described scheme and attempting so to do, did knowingly cause to be delivered by a private and commercial interstate carrier, Federal Express, according to the direction thereon, an envelope containing two checks, one for $9,600 and one for $8,160, that envelope being addressed to defendant STACEY ADAMS, at 3622 West Cermak Rd., Street, Chicago, IL 60623.

In violation of Title 18, United States Code, Sections 1341 and 2.

COUNT NINE

The SPECIAL NOVEMBER 2002 GRAND JURY further charges:

1. Paragraphs 1 through 22 of Count One of this indictment are hereby realleged and incorporated here.

2. On or about November 3, 1998, at Chicago, in the Northern District of Illinois, Eastern Division,

ANTHONY HERVEY,
GLORIA HERVEY, and
COREY STUCKEY,

defendants herein, for the purpose of executing the above-described scheme and attempting so to do, did knowingly cause to be delivered by a private and commercial interstate carrier, Federal Express, according to the direction thereon, an envelope containing two checks, one for $9,600 and one for $8,160, that envelope being addressed to defendant RENEE HARRIS, at 1623 South Drake, Chicago, IL 60623.

In violation of Title 18, United States Code, Sections 1341 and 2.

COUNT TEN

The SPECIAL NOVEMBER 2002 GRAND JURY further charges:

1. Paragraphs 1 through 22 of Count One of this indictment are hereby realleged and incorporated here.

2. On or about November 3, 1998, at Chicago, in the Northern District of Illinois, Eastern Division,

ANTHONY HERVEY,
GLORIA HERVEY, and
COREY STUCKEY,

defendants herein, for the purpose of executing the above-described scheme and attempting so to do, did knowingly cause to be delivered by a private and commercial interstate carrier, Federal Express, according to the direction thereon, an envelope containing two checks, one for $9,600 and one for $8,160, that envelope being addressed to defendant JACKIE LAWLESS, at 4938 W. Ferdinand, Chicago, IL 60644.

In violation of Title 18, United States Code, Sections 1341 and 2.

COUNT ELEVEN

The SPECIAL NOVEMBER 2002 GRAND JURY further charges:

1. Paragraphs 1 through 22 of Count One of this indictment are hereby realleged and incorporated here.

2. On or about November 3, 1998, at Chicago, in the Northern District of Illinois, Eastern Division,

ANTHONY HERVEY,
GLORIA HERVEY, and
COREY STUCKEY,

defendants herein, for the purpose of executing the above-described scheme and attempting so to do, did knowingly cause to be delivered by a private and commercial interstate carrier, Federal Express, according to the direction thereon, an envelope containing two checks, one for $9,600 and one for $8,160, that envelope being addressed to defendant TWANA MOSS, at 3129 West 15th Street, Chicago, IL 60623.

In violation of Title 18, United States Code, Sections 1341 and 2.

COUNT TWELVE

The SPECIAL NOVEMBER 2002 GRAND JURY further charges:

1. Paragraphs 1 through 22 of Count One of this indictment are hereby realleged and incorporated here.

2. From on or about October 22, 1998, to and including on or about November 4, 1998, at Chicago, in the Northern District of Illinois, Eastern Division,

ANTHONY HERVEY,
GLORIA HERVEY, and
SEAN LOGGINS,

defendants herein, did knowingly and willfully misapply, steal, obtain by fraud, false statement, and forgery, and fail to refund, and attempt to misapply, steal, and obtain by fraud, materially false statements, and forgery, funds, assets, and property under Title 20, United States Code, Chapter 28, Subchapter IV, namely, approximately $18,500 in federal loans.

In violation of Title 20, United States Code, Section 1097(a) and Title 18, United States Code, Section 2.

COUNT THIRTEEN

The SPECIAL NOVEMBER 2002 GRAND JURY further charges:

1. Paragraphs 1 through 22 of Count One of this indictment are hereby realleged and incorporated here.

2. From on or about October 22, 1998, to and including on or about November 4, 1998, at Chicago, in the Northern District of Illinois, Eastern Division,

ANTHONY HERVEY,
GLORIA HERVEY, and
DONALD BRAYBOY,

defendants herein, did knowingly and willfully misapply, steal, obtain by fraud, false statement, and forgery, and fail to refund, and attempt to misapply, steal, and obtain by fraud, materially false statements, and forgery, funds, assets, and property under Title 20, United States Code, Chapter 28, Subchapter IV, namely, approximately $18,500 in federal loans.

In violation of Title 20, United States Code, Section 1097(a) and Title 18, United States Code, Section 2.

COUNT FOURTEEN

The SPECIAL NOVEMBER 2002 GRAND JURY further charges:

1. Paragraphs 1 through 22 of Count One of this indictment are hereby realleged and incorporated here.

2. From on or about October 22, 1998, to and including on or about November 4, 1998, at Chicago, in the Northern District of Illinois, Eastern Division,

ANTHONY HERVEY,
GLORIA HERVEY, and
GREGORY HALL,

defendants herein, did knowingly and willfully misapply, steal, obtain by fraud, false statement, and forgery, and fail to refund, and attempt to misapply, steal, and obtain by fraud, materially false statements, and forgery, funds, assets, and property under Title 20, United States Code, Chapter 28, Subchapter IV, namely, approximately $18,500 in federal loans.

In violation of Title 20, United States Code, Section 1097(a) and Title 18, United States Code, Section 2.

COUNT FIFEEN

The SPECIAL NOVEMBER 2002 GRAND JURY further charges:

1. Paragraphs 1 through 22 of Count One of this indictment are hereby realleged and incorporated here.

2. From on or about October 22, 1998, to and including on or about November 4, 1998, at Chicago, in the Northern District of Illinois, Eastern Division,

ANTHONY HERVEY,
GLORIA HERVEY, and
RONALD JACKSON,

defendants herein, did knowingly and willfully misapply, steal, obtain by fraud, false statement, and forgery, and fail to refund, and attempt to misapply, steal, and obtain by fraud, materially false statements, and forgery, funds, assets, and property under Title 20, United States Code, Chapter 28, Subchapter IV, namely, approximately $18,500 in federal loans.

In violation of Title 20, United States Code, Section 1097(a) and Title 18, United States Code, Section 2.

COUNT SIXTEEN

The SPECIAL NOVEMBER 2002 GRAND JURY further charges:

1. Paragraphs 1 through 22 of Count One of this indictment are hereby realleged and incorporated here.

2. From on or about October 22, 1998, to and including on or about November 4, 1998, at Chicago, in the Northern District of Illinois, Eastern Division,

ANTHONY HERVEY,
GLORIA HERVEY, and
ISIAH MILLER,

defendants herein, did knowingly and willfully misapply, steal, obtain by fraud, false statement, and forgery, and fail to refund, and attempt to misapply, steal, and obtain by fraud, materially false statements, and forgery, funds, assets, and property under Title 20, United States Code, Chapter 28, Subchapter IV, namely, approximately $18,500 in federal loans.

In violation of Title 20, United States Code, Section 1097(a) and Title 18, United States Code, Section 2.

COUNT SEVENTEEN

The SPECIAL NOVEMBER 2002 GRAND JURY further charges:

1. Paragraphs 1 through 22 of Count One of this indictment are hereby realleged and incorporated here.

2. From on or about October 22, 1998, to and including on or about November 4, 1998, at Chicago, in the Northern District of Illinois, Eastern Division,

ANTHONY HERVEY,
GLORIA HERVEY, and
ROBERT MILLER,

defendants herein, did knowingly and willfully misapply, steal, obtain by fraud, false statement, and forgery, and fail to refund, and attempt to misapply, steal, and obtain by fraud, materially false statements, and forgery, funds, assets, and property under Title 20, United States Code, Chapter 28, Subchapter IV, namely, approximately $18,500 in federal loans.

In violation of Title 20, United States Code, Section 1097(a) and Title 18, United States Code, Section 2.

COUNT EIGHTEEN

The SPECIAL NOVEMBER 2002 GRAND JURY further charges:

1. Paragraphs 1 through 22 of Count One of this indictment are hereby realleged and incorporated here.

2. From on or about October 22, 1998, to and including on or about November 4, 1998, at Chicago, in the Northern District of Illinois, Eastern Division,

ANTHONY HERVEY,
GLORIA HERVEY, and
ELKIN WELLS,

defendants herein, did knowingly and willfully misapply, steal, obtain by fraud, false statement, and forgery, and fail to refund, and attempt to misapply, steal, and obtain by fraud, materially false statements, and forgery, funds, assets, and property under Title 20, United States Code, Chapter 28, Subchapter IV, namely, approximately $18,500 in federal loans.

In violation of Title 20, United States Code, Section 1097(a) and Title 18, United States Code, Section 2.

COUNT NINETEEN

The SPECIAL NOVEMBER 2002 GRAND JURY further charges:

1. Paragraphs 1 through 22 of Count One of this indictment are hereby realleged and incorporated here.

2. From on or about October 22, 1998, to and including on or about November 4, 1998, at Chicago, in the Northern District of Illinois, Eastern Division,

ANTHONY HERVEY,
GLORIA HERVEY, and
SEAN LOGGINS,

defendants herein, did knowingly make false statements and reports for the purpose of influencing an institution, namely the National Bank of Indianapolis, whose accounts are insured by the Federal Deposit Insurance Corporation, to act upon an application or loan, specifically the Loan Application/Promissory Note of defendant SEAN LOGGINS filed with the USAF, a guarantee agency of the DOE on or about October 22, 1998, in that on defendant LOGGINS' Loan Application/Promissory Note, it was represented that 1) he was a student, when, in fact, he was not, and 2) that he would immediately repay any loans that were not used for educational expense for attendance at the City University of London during 1998-1999 school year, when, in fact, he had no such intention of repaying loans that were not used for that purpose.

In violation of Title 18, United States Code, Sections 1014 and 2.

COUNT TWENTY

The SPECIAL NOVEMBER 2002 GRAND JURY further charges:

1. Paragraphs 1 through 22 of Count One of this indictment are hereby realleged and incorporated here.

2. From on or about October 22, 1998, to and including on or about November 4, 1998, at Chicago, in the Northern District of Illinois, Eastern Division,

ANTHONY HERVEY,
GLORIA HERVEY, and
DONALD BRAYBOY,

defendants herein, did knowingly make false statements and reports for the purpose of influencing an institution, namely the National Bank of Indianapolis,, whose accounts are insured by the Federal Deposit Insurance Corporation, to act upon an application or loan, specifically the Loan Application/Promissory Note of defendant DONALD BRAYBOY filed with the USAF, a guarantee agency of the DOE on or about October 22, 1998, in that on defendant BRAYBOY's Loan Application/Promissory Note, it was represented that 1) he was a student, when, in fact, he was not; and 2) that he would immediately repay any loans that were not used for educational expense for attendance at the City University of London during 1998-1999 school year, when, in fact, he had no such intention of repaying loans that were not used for that purpose.

In violation of Title 18, United States Code, Sections 1014 and 2.

COUNT TWENTY-ONE

The SPECIAL NOVEMBER 2002 GRAND JURY further charges:

1. Paragraphs 1 through 22 of Count One of this indictment are hereby realleged and incorporated here.

2. From on or about October 22, 1998, to and including on or about November 4, 1998, at Chicago, in the Northern District of Illinois, Eastern Division,

ANTHONY HERVEY,
GLORIA HERVEY, and
RONALD JACKSON,

defendants herein, did knowingly make false statements and reports for the purpose of influencing an institution, namely the National Bank of Indianapolis,, whose accounts are insured by the Federal Deposit Insurance Corporation, to act upon an application or loan, specifically the Loan Application/Promissory Note of defendant RONALD JACKSON filed with the USAF, a guarantee agency of the DOE on or about October 22, 1998, in that on defendant JACKSON's Loan Application/Promissory Note, it was represented that 1) he was a student, when, in fact, he was not; and 2) that he would immediately repay any loans that were not used for educational expense for attendance at the City University of London during 1998-1999 school year, when, in fact, he had no such intention of repaying loans that were not used for that purpose.

In violation of Title 18, United States Code, Sections 1014 and 2.

COUNT TWENTY-TWO

The SPECIAL NOVEMBER 2002 GRAND JURY further charges:

1. Paragraphs 1 through 22 of Count One of this indictment are hereby realleged and incorporated here.

2. From on or about October 22, 1998, to and including on or about November 4, 1998, at Chicago, in the Northern District of Illinois, Eastern Division,

ANTHONY HERVEY,
GLORIA HERVEY, and
ISIAH MILLER,

defendants herein, did knowingly make false statements and reports for the purpose of influencing an institution, namely the National Bank of Indianapolis,, whose accounts are insured by the Federal Deposit Insurance Corporation, to act upon an application or loan, specifically the Loan Application/Promissory Note of defendant ISIAH MILLER filed with the USAF, a guarantee agency of the DOE on or about October 22, 1998, in that on defendant MILLER's FAFSA and Loan Application/Promissory Note, it was represented that 1) he was a student, when, in fact, he was not; and 2) that he would immediately repay any loans that were not used for educational expense for attendance at the City University of London during 1998-1999 school year, when, in fact, he had no such intention of repaying loans that were not used for that purpose.

In violation of Title 18, United States Code, Sections 1014 and 2.

COUNT TWENTY-THREE

The SPECIAL NOVEMBER 2002 GRAND JURY further charges:

1. Paragraphs 1 through 22 of Count One of this indictment are hereby realleged and incorporated here.

2. From on or about October 22, 1998, to and including on or about November 4, 1998, at Chicago, in the Northern District of Illinois, Eastern Division,

ANTHONY HERVEY,
GLORIA HERVEY, and
ROBERT MILLER,

defendants herein, did knowingly make false statements and reports for the purpose of influencing an institution, namely the National Bank of Indianapolis,, whose accounts are insured by the Federal Deposit Insurance Corporation, to act upon an application or loan, specifically the Loan Application/Promissory Note of defendant ROBERT MILLER filed with the USAF, a guarantee agency of the DOE on or about October 22, 1998, in that on defendant MILLER's and Loan Application/Promissory Note, it was represented that 1) he was a student, when, in fact, he was not, and 2) that he would immediately repay any loans that were not used for educational expense for attendance at the City University of London during 1998-1999 school year, when, in fact, he had no such intention of repaying loans that were not used for that purpose.

In violation of Title 18, United States Code, Sections 1014 and 2.

COUNT TWENTY-FOUR

The SPECIAL NOVEMBER 2002 GRAND JURY further charges:

1. Paragraphs 1 through 22 of Count One of this indictment are hereby realleged and incorporated here.

2. From on or about October 22, 1998, to and including on or about November 4, 1998, at Chicago, in the Northern District of Illinois, Eastern Division,

ANTHONY HERVEY,
GLORIA HERVEY, and
ELKIN WELLS,

defendants herein, did knowingly make false statements and reports for the purpose of influencing an institution, namely the National Bank of Indianapolis, whose accounts are insured by the Federal Deposit Insurance Corporation, to act upon an application or loan, specifically the Loan Application/Promissory Note of defendant ELKIN WELLS filed with USAF, a guarantee agency of the DOE, on or about October 22, 1998, in that on defendant WELLS's Loan Application/Promissory Note, it was represented that 1) he was a student, when, in fact, he was not; and 2) that he would immediately repay any loans that were not used for educational expense for attendance at the City University of London during 1998-1999 school year, when, in fact, he had no such intention of repaying loans that were not used for that purpose.

In violation of Title 18, United States Code, Sections 1014 and 2.

COUNT TWENTY-FIVE

The SPECIAL NOVEMBER 2002 GRAND JURY further charges:

From on or about October 22, 1998, to and including on or about November 4, 1998, at Chicago, in the Northern District of Illinois, Eastern Division,

STACEY ADAMS,

defendant herein, did knowingly and willfully misapply, steal, obtain by fraud, false statement, and forgery, and fail to refund, and attempt to misapply, steal, and obtain by fraud, materially false statements, and forgery, funds, assets, and property under Title 20, United States Code, Chapter 28, Subchapter IV, the value of which exceeded $100.

In violation of Title 20, United States Code, Section 1097(a).

COUNT TWENTY-SIX

The SPECIAL NOVEMBER 2002 GRAND JURY further charges:

From on or about October 22, 1998, to and including on or about November 4, 1998, at Chicago, in the Northern District of Illinois, Eastern Division,

KAHLIL HARPER,

defendant herein, did knowingly and willfully misapply, steal, obtain by fraud, false statement, and forgery, and fail to refund, and attempt to misapply, steal, and obtain by fraud, materially false statements, and forgery, funds, assets, and property under Title 20, United States Code, Chapter 28, Subchapter IV, the value of which exceeded $100.

In violation of Title 20, United States Code, Section 1097(a).

COUNT TWENTY-SEVEN

The SPECIAL NOVEMBER 2002 GRAND JURY further charges:

From on or about October 22, 1998, to and including on or about November 4, 1998, at Chicago, in the Northern District of Illinois, Eastern Division,

RENEE HARRIS,

defendant herein, did knowingly and willfully misapply, steal, obtain by fraud, false statement, and forgery, and fail to refund, and attempt to misapply, steal, and obtain by fraud, materially false statements, and forgery, funds, assets, and property under Title 20, United States Code, Chapter 28, Subchapter IV, the value of which exceeded $100.

In violation of Title 20, United States Code, Section 1097(a).

COUNT TWENTY-EIGHT

The SPECIAL NOVEMBER 2002 GRAND JURY further charges:

From on or about October 22, 1998, to and including on or about November 4, 1998, at Chicago, in the Northern District of Illinois, Eastern Division,

TOMMIE JORDAN,

defendant herein, did knowingly and willfully misapply, steal, obtain by fraud, false statement, and forgery, and fail to refund, and attempt to misapply, steal, and obtain by fraud, materially false statements, and forgery, funds, assets, and property under Title 20, United States Code, Chapter 28, Subchapter IV, the value of which exceeded $100.

In violation of Title 20, United States Code, Section 1097(a).

COUNT TWENTY-NINE

The SPECIAL NOVEMBER 2002 GRAND JURY further charges:

From on or about October 22, 1998, to and including on or about November 4, 1998, at Chicago, in the Northern District of Illinois, Eastern Division,

JACKIE LAWLESS,

defendant herein, did knowingly and willfully misapply, steal, obtain by fraud, false statement, and forgery, and fail to refund, and attempt to misapply, steal, and obtain by fraud, materially false statements, and forgery, funds, assets, and property under Title 20, United States Code, Chapter 28, Subchapter IV, the value of which exceeded $100.

In violation of Title 20, United States Code, Section 1097(a).

COUNT THIRTY

The SPECIAL NOVEMBER 2002 GRAND JURY further charges:

From on or about October 22, 1998, to and including on or about November 4, 1998, at Chicago, in the Northern District of Illinois, Eastern Division,

TWANA MOSS,

defendant herein, did knowingly and willfully misapply, steal, obtain by fraud, false statement, and forgery, and fail to refund, and attempt to misapply, steal, and obtain by fraud, materially false statements, and forgery, funds, assets, and property under Title 20, United States Code, Chapter 28, Subchapter IV, the value of which exceeded $100.

In violation of Title 20, United States Code, Section 1097(a).

COUNT THIRTY-ONE

The SPECIAL NOVEMBER 2002 GRAND JURY further charges:

From on or about October 22, 1998, to and including on or about November 4, 1998, at Chicago, in the Northern District of Illinois, Eastern Division,

ANDRE NORRIS,

defendant herein, did knowingly and willfully misapply, steal, obtain by fraud, false statement, and forgery, and fail to refund, and attempt to misapply, steal, and obtain by fraud, materially false statements, and forgery, funds, assets, and property under Title 20, United States Code, Chapter 28, Subchapter IV, the value of which exceeded $100.

In violation of Title 20, United States Code, Section 1097(a).

A TRUE BILL:

Thomas C. Kean

FOREPERSON

Patrick Fitzgerald by James Conway

UNITED STATES ATTORNEY

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

UNITED STATES OF AMERICA

v.

UNITED STATES v. ANTHONY HERVEY, GLORIA HERVEY, SEAN LOGGINS, COREY STUCKEY, DONALD BRABOY, GREGORY HALL, RONALD JACKSON, ISIAH MILLER, ROBERT MILLER, ELKIN WELLS, STACEY ADAMS, KAHLIL HARPER, RENEE HARRIS, TOMMIE JORDAN, JACKIE LAWLESS, TWANA MOSS, and ANDRE NORRIS

INDICTMENT

Violations:
18 U.S.C., §§ 2, 1014, and 1341 and
20 U.S.C., § 1097

A true bill:

Foreman

Filed in open court this 9 day of October, A.D. 2003

MICHAEL W. DOBBINS

Clerk

Bail, $ ____________